

**DOG/PUPPY SALES AGREEMENT
AND
HEALTH GUARANTEE**

THIS AGREEMENT is between _____ (Buyers) and Moonlight Farms (Seller) is effective as of the date of the last signature to appear below or holding fee is sent to seller and accepted by seller for purchase of new puppy/dog. This will then makes this contract legal and binding upon all parties thereto. Buyer(s) agree to buy and Seller agrees to sell the below described dog/puppy pursuant to all of the following terms :

BREED **BIRTHDATE** **SEX**

DESCRIPTION/COLOR

NAME:
REG. #

SIRE: **DAM:**

PURCHASE PRICE:

FOR THE FOLLOWING TERMS:

Agreement

DOG/PUPPY IS PURCHASED FOR COMPANION _____ BREEDING _____
Unless purchasing a breeding puppy/dog, Buyer will not receive their limited registration papers until dog/puppy is spayed or neutered. Seller will then send Registration application to Buyer once Seller has received written receipt of **CERTIFICATION OF ALTERATION** by a licensed veterinarian.

If the dog/puppy has not been spayed or neutered by one year of age then registration papers are forfeited by the buyer. Seller does not guarantee the testicals to drop on a male dog/puppy sold as a companion. The Seller will not pay any additional cost of neutering said dog/puppy. This is the sole responsibility of the Buyer. If dog/puppy is purchased as a companion and the Buyer and Seller agree at a later date that this puppy is suitable for breeding then Buyer agrees to pay the additional price of _____ dollars as this would constitute the sale price of a breeding animal. Seller and Buyer may agree on a puppy back out of an approved male or female by both parties in exchange for the above amount. The additional amount would then be _____ dollars and one puppy back in order to release the limited registration papers on the dog/puppy. These changes must be in writing and signed by both parties. Breeder will supply puppy papers within one year from the date of purchase of the puppy or from the time of spay and nueter to the buyer.

HEALTH GUARANTEE

Moonlight Farms ("Seller") will provide vaccination record to buyer and guarantees the health of said dog/puppy for three days against puppy viruses from the date it leaves the possession of the Seller. When said dog/puppy leaves our kennel to the best of our knowledge, it is in healthy condition. However, in the event that said dog/puppy should be diagnosed with a medical problem that can be cured, this would not qualify for a replacement. The dog, if shipped, comes to you with a veterinarian's health certificate and a record of vaccinations. We recommend that you take the dog/puppy to your own veterinarian (at Buyer's expense) within the first 2 days for your own satisfaction and protection. You, or your veterinarian, shall report to the Seller any medical problem within the guarantee period. If the dog/puppy is found to have a medical problem it must be reported to the Seller within twenty-four (24) hours of its discovery. **Failure to make this report within this time frame will void this warranty. If any life threatening condition or congenital defect is found by buyer's vet upon initial examination that existed prior to buyer taking possession of said dog/puppy, buyer agrees and elects to return puppy immediately for examination and treatment by seller or seller's vet or buyer agrees that buyer will be responsible for all Buyer's veterinary expenses. Seller will return dog/puppy once treatment is completed or give buyer a replacement dog/puppy.**

AT NO TIME AND FOR NO REASON WILL THE SELLER PAY FOR ANY VETERINARIAN BILLS FOR ANY PUPPY OR PUPPIES.

REFUNDS AND REPLACEMENTS AND EXPENSES: There shall be **NO**

REFUNDS of purchase price, shipping charges or other costs. There shall be replacement of the dog/puppy only under the circumstances provided below.

- 1) If the dog/puppy is found to be in unsound health with life threatening incurable diseases or viruses by a licensed veterinarian within 2 days, the buyer agrees and elects to return the dog/puppy to Seller, or euthanized upon approval of seller unless seller authorizes other options. Then Buyer may request replacement with another dog/puppy of equal value. Said replacement will be made as soon as a suitable replacement becomes available. A medical report signed by the examining veterinarian must be provided to the Seller prior to a replacement being made. **There shall be no replacement unless under the Health Guarantee only as stated below).** The Seller will not replace any dog or puppy that has not received adequate and appropriate care from its new owner. It is the responsibility of the Buyer to provide immediate veterinary care (at the Buyer's own expense) to any dog/puppy showing signs of illness or distress and failure to do so will render any guarantee null and void. Under no circumstance is a dog or puppy to be destroyed with out discussing all options with the seller.. "Unsound health" shall be defined as any condition, which is "life threatening" or "incurable" and shall not include curable conditions such as but not limited to infections, worms, parasites, bacterial infections,

skin rashes or an outie belly button (umbilical hernia). Normally this condition is considered cosmetic. Seller will inform buyer if puppy has an outie at which time buyer may choose a different puppy.

- 2) A replacement puppy will be provided only if said dog/puppy is diagnosed to have a life threatening congenital birth defect within one year of said dog/puppy date of birth by a licensed veterinarian in writing or dies within one year of the dog/puppies date of birth as a direct result of an unknown (at the time of sale) congenital birth defect, only if an appropriate autopsy is performed by a licensed veterinarian and a veterinarian's certificate is provided as proof of cause of death. Trauma, abuse or neglect will void the guarantee.
- 3) Since this puppy is being purchased as a companion dog (limited registration) if purchasing a male, there are no guarantees that the testicles will drop. If that is a concern to buyer, then at the time buyer chooses puppy, inform seller and seller will inform buyer if testicles are down at that time. At that time buyer can choose another puppy or wait for a puppy from a future litter.

THE BUYER assumes responsibility of all expenses incurred in relation to the dog/puppy after said dog/puppy leaves the possession of the Seller, as well as any expense incurred at the request of the Buyer before the dog/puppy leaves possession of the Seller. If for any reason the dog/puppy is returned to the Seller, **BUYER** agrees to pay all expenses, including shipping costs, mileage and re-examination expense of Seller's veterinarian.

VACCINATIONS: Your dog/puppy has been has had the required vaccination series. We pride ourselves in raising healthy puppies. When said dog/puppy leaves our kennel, to the best of our knowledge, it is in healthy condition. However, in the event that said dog/puppy should be diagnosed with a medical problem that can be cured, this would not qualify for a replacement.

SHIPPING: All costs are to be paid by the Buyer, when purchasing a dog/puppy that must be shipped. Dog/puppy must be shipped '**Prepaid**'. Shipping costs will include all cost incurred by the Seller including but not limited to carrier, health certificate, Airline cost, etc. Specific shipping arrangements will be determined in advance and confirmed to Buyer by Seller, with the dogs/puppy's best welfare in mind. This signed agreement must be returned prior to dog/puppy being shipped.

HOLDING FEES: A holding fee is placed to hold a particular puppy or a specific order to pick their dog/puppy for a buyer. All holding fees are non-refundable. The goal of our kennel is to place our dogs/puppies in loving homes in a timely manner so they may bond with their new family. If a dog/puppy is held specifically for a buyer, a change of mind can quite often jeopardize the chance for that particular puppy to be placed in a home while still at a desirable age. The minimum required holding fee amount is Two Hundred Dollars (\$200.00) per dog/puppy. The Buyer has up until the puppy is 4 weeks of age to change to another puppy or apply the holding fee towards a puppy from a future litter. If the buyer chooses to except said dog/puppy or purchases a dog/puppy older than 4 weeks, the sale of said dog/puppy is considered consummated and Buyer agrees that at no time and under no circumstance is the seller obligated to deviate from

this agreement. There by making the buyers holding fee nonrefundable and will not apply to the purchase of another puppy. In the event that Buyer decides not to purchase said dog/puppy, the \$200 holding fee would be used to cover the non-specific expenses that the seller incurs in order to care for and resell the said dog/puppy. The dog/puppy must be paid in full one week prior to Shipping. When the sale of the dog/puppy is consummated, the holding fee shall be applied towards the purchase price.

Each dog/puppy will differ in the time needed to bond with its new family. Please give the dog/puppy ample time to adjust, especially if the dog/puppy has been shipped. A period of two to four weeks should be the very least amount of time allowed the dog/puppy for an adjustment period. Please give your new friend and family member a chance to bond with you and its new surroundings. Your new dog/puppy needs to feel safe and secure for its unique individual personality to surface.

THE BUYER becomes the owner of said dog/puppy upon Seller's receipt of 'Payment in Full'. The dog/puppy will be cared for by the Seller until the arranged shipping date or until Buyer is able to take possession of dog/puppy. This period of care is not to exceed fourteen (14) days from date of sale unless otherwise agreed to by Seller. In the event this exceeds the time period stated, Buyer agrees to pay board on said dog/puppy at a boarding charge of fifteen dollars (\$15.00) per day. Boarding charges are to be paid in full prior to shipping or release of said dog/puppy.

BREEDING ANIMALS: Breeder also does not guarantee the size of said dog at maturity, whether purchased for breeding, show exhibition or as a companion.

REGISTRATION PAPERS: Breeder has 1 year from the date of purchase or the date that the spay/neuter certificate is sent to the breeder, whichever is the later of the two, to send out any registration papers or paperwork that is due to the buyer if not received at the time of purchase. If buyer loses or mis-places their papers, that they received at the time of purchase, there will be a fee of \$75. to get replacement papers.

HOUSING, CARE AND TRANSFER TO THIRD PARTY: Buyer agrees that this dog/puppy will be kept in his/her own yard and not allowed to roam freely outside of Buyer's yard. Under no circumstances will this dog/puppy be sent to a shelter or otherwise disposed of, nor shall this dog/puppy be sold, leased or given away to any pet shop, research laboratory or similar facility. If Buyer wishes to resell this dog/puppy, or becomes unable to, or no longer desires to care for this dog/puppy, Buyer must give Seller first right of refusal to purchase said dog/puppy. Buyer agrees that Seller has the right to retrieve said dog/puppy if buyer does not adhere to all provisions of this contract or if dog/puppy is being neglected or abused.

VENUE: If Buyer(s) or Seller commences any legal action as a result of this contract, Buyer(s) agrees that the place of venue for such action shall be Hopkins County, Texas. Buyer(s) assents to personal jurisdiction within such venue regardless of their place of residence and agrees that any judgment obtained is enforceable within the jurisdiction that they reside in as if obtained within that jurisdiction. If for any reason Buyer(s) decides to try to take action outside of Seller's place of venue (Hopkins County, Texas) then Seller may choose to file suit in Hopkins County, Texas, regardless of Buyer's home jurisdiction, against the Buyer(s) in the amount of five hundred dollars (\$500.00) plus any

and all addition expenses and loss of income caused by Buyer(s) filling in the wrong jurisdiction.

FACSIMILE SIGNATURES: A facsimile signature shall be enforceable as an original if the original contract is lost, destroyed or otherwise unavailable.

TERMS: The use of the terms "dog/puppy" presents the same as the plural dogs/puppies, in the case of more than one dog/puppy being purchased under this sales agreement.

If Buyer(s) chooses to make payment in part or in full prior to the signing of this sales agreement, the buyer then agrees to the terms and conditions of the sales agreement which then become binding and supersedes a signed hard copy.

I agree to all terms as stated herein

Print

Buyer: _____

Address: _____

Phone # _____

E-mail:

Buyer: x _____ Date: _____

Co-Buyer:

Phone #

E-mail:

Co-Buyer: x _____ Date: _____

Seller: Moonlight Farms
3791 IH 30 E
Sulphur Springs, TX 75482

Phone# (903)951-8207
E-mail: PRICELESSPETS4U@AOL.COM

Seller _____ Date: _____

Holding fees/ Payments

Date Received:	Amount Received:	Check #	Balance Due:
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